DOCKET SUPPORTING INFORMATION CITY OF SAN DIEGO

DATE:

108 12/04

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

November 9, 2007

SUBJECT: Lease Amendment to Entend Term of Existing Lease at Driscoll;s Wharf

GENERAL CONTRACT INFORMATION

Recommended Consultant:

Driscoll Marina, LTD

Amount of this Action:

\$ 32,872.64

Funding Source:

City of San Diego

SUBCONTRACTOR PARTICIPATION

The action does not include subcontracting activity.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

This action authorizes the 4th amendment to the sublease agreement between the City of San Diego and Driscoll Marina, LTD. Driscoll Marina, LTD submitted a Workforce Report for their San Diego office dated October 9, 2007. The Administrative Workforce reflects less than 15 employees, and is therefore exempt from the employment category goals. The Trade Workforce Analysis shows under representation in the following areas:

Hispanic - Millwrights

Female - Painters, Construction & Maintenance

Driscoll Marina, LTD's overall workforce reflects an effort to achieve the County Labor Force Availability employment goals, and therefore precludes the requirement for an Equal Opportunity Plan.

ADDITIONAL COMMENTS

The Work Force Analysis is attached.

by:AMJ

01 1111

File: Trade WOFO 2000

10/02/07

Date

City of San Diego / Equal Opportunity Contracting CONSTRUCTION TRADE ANALYSIS REPORT

CLFA Data reflect statestical labor force availability for Construction Trade Employment in Sen Diego, CA Company: Driscoll, Inc.

I. TOTAL CRAFTS & TRADE WORK FORCE:

San Diego, CA County Labor Force Availability Goals

	CLFA	B≒	sck	CLFA	His	panic	CLFA	Ani	an	ÇLFA	America	n indlan	CLFA	Fili	pino	1	W	nibe	1
	Goala	M	F	Goals	M	F	Gosts	М	F	Goals	M	F	Goals	М	F	l	M	F	
Brick, Block or Stone Masons	1,4%	. 0	0	43.5%	0	. 0	1.0%	- 0	0	0.4%	0	. 0	1.0%	0 .	0		-0.	0.	
Carpenters	2.3%	0	0	33.9%	4	0	1.7%.	0,	O	0.5%	ا ہ ا	0	1.7%	Q.	0	ł	3	0	}
Carpet, Floor & Tile Installiers & Finishers	0.9%	. 0	0	40.2%	. 0	0	0.8% ,	0'	O.	. D.3%	0 -	.0	0.8%	0	. 0 .	1	0	O.	ļ. • }
Cement Masons, Concrete Finishers	4.4%	0	0	67.6%	٥	0	0.0%	0	0	0.4%	0	0	0,0%	0	0		0	0	
Construction Laborers	3.4%	. 0	l o	50.8% ↑	0	0	1.8%	0	0	0.8%	0	0	. 1.8%	0	0	** *	. 0	0	۵
Drywall installers, Ceiling Tile Installers	1.3%	0	0	55.5%	0	0	1.1%	0	0	0.2%	0	٥	1.1%	0	0	-	O	D	
Electricians	5.8%	0	Ð.	15.9%	0	.0	7.6%	0	D.	0.5%	0	. 0	7.6%	. 0	0 .		.2 -	0	
Elevator Installers and Repairers	0.0%	0	0	5.9%	.0	. 0	0.0%	0	_0	0.0%	0	0	0.0%	0	0		0	. 0	l [
First-Line Supervisors/Managers _ ^	1.0%	* 0 *	٥	20.7%	41	0	2.0%	0	0	° 0.9%	0 1	. 0	2.0%	1 1	. 0		4 .	a	- "
Glaziers	1.8%	0	0	24.5%	٥	O I	0.0%	0	٥	0.0%	0	. 0	0.0%	, D	0	ا ا	0	0	
Helpers, Construction Trades 🚉 🛴 🖓 💮 🛴	0.0%	. 0	· .0	46.2% ·	. 2	. 0	6.2%	0	0_3	0.8%	. 0	ું 0 .	6.2%		. 0 .	2.40	J 150	.0,	1.4
Millwrights	0.0%	. 0	0	31.3%	. 0	0	12.5%	0,	, 0	0.0%	0	. 0	12.5%	, 0	0		5	. 0	
Misc. Const. Equipment Operators	4.3%	1	. 0 .	19.7%	1	0	0.0%``.	10 2	₹,0	1.6%	0	(0 .	₹ 0.0%	5.0 h	0	1. C	2. 1	~ ·0	
Painters, Construction & Maintenance	3.0%	1	.0	45.7%	22	0	3.2%	0	0	1.1%	0	0	3.2%	. 0	0	ا ا	0	0	
Pipelayers, Plumbers, Pipe & Steam Fitters	4.0%	0	: 0	29.2%	0.	. 0 .	2.1%	0.	D	0.6%	0 .	.0	. , 2.1%	0	0,	10.54	0	. 0	Maria de
Plasterers and Stucco Masons	5.4%	. 0	Ò	66.9%	0	0	0.0%	o l	٥	3.4%	0	0	0.0%	0	0		0	0	\$1.00E
Roofers	1.2%	[D_ :	0	55.7%	0	0	0.6%	. 0 .	., 0. ,	0,9%	. •	.0 .	0.6%	;0 .	٥	1.0	0 ,	. 0 .	2.5
Security Guards & Surveillance Officers	17.3%	0	0	20.2%	. 0	0	6.8%	Q.	0	0.6%	0	0	6.8%	0	. 0	l i	0	0 .	
Sheet Metal Workers	1.3.6%	0,	_ 0	26.4%	. 0	0	5.1%	0	0.	0.9%	0	0	5.1%1	0	0	i jene-	0,2	.0	44
Structural Metal Fabricators & Fitters	0.0%	0	. 0	26.3%	0	0	0.0%	0	0	0.0%	0]	0	0.0%	. 0	0		0	. 0	er gage to make
Welding, Soldering & Brazing Workers	4.5%	. O	0	47.5%	1.1	. 0	10.0%	0	٥.	1.2%	0 ,	. 0′ -	10.0%	-0	. 0 .	** -	.1.	0 ,	
Workers, Extractive Crafts, Miners	2.8%	0	1.0	32.4%	0	0	2.4%	0	٥	0.8%	0	_ 0	2.4%	0	0	!	0	0	
70741							1	r . r		ı			1	-					
TOTAL		2	1 0	٠,	34	0	ı	0	. 0		_ 0	0	I	_ 1	_0		18	. 0	

How to Read Total Work Force Section:

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading CLFA Data are the County Labor Force Availability (CLFA) data for each employment and ethnic/gender category.

	Ш	TOTAL	EMPLOY	EES	Female
		ALL	м	F	Goals
Brick, Block or Stone Masons		0 -,	. 0 ,	. 0 .	1.0%
Carpenters		8	. 8	0	2.2%
Carpet, Floor & Tile Installers & Finishers ,	**	0 ''	0	0 :	1,7%
Cement Masons, Concrete Finishers		0	0	٥	1,5%
Construction Laborers	25.3	0	j, o	0	2.8%
Drywall installers, Celling Tile installers		0	0	0	1.5%
Electricians	Acres	2 `	2 .	-0	4.2%
Elevator Installers and Repairers	Ι.	0	0	0	0.0%
First-Line Supervisors/Managers	30	9 🖖	. 9	0	2.7%
Glaziera		0	0	0	0.0%
Helpers, Construction Trades		3	3	0	0.8%
Millwrights		5	5	D	0.0%
Misc. Const. Equipment Operators		4 .	4	. 0 .	. 3.2% -
Painters, Construction & Maintenance		23	23	0 -	6.0%
Pipelayers, Plumbers, Pipe & Steam Fitters		0	0	O∍	1.9%
Plasterers and Stucco Masons	l.	0	0	0	1.4%
Roofers	44	0 🚉	0	0	0.9%
Security Guards & Surveillance Officers	١.	0	0	0	14.9%
Sheet Metal Workers		οŠ.	0	D	3,2%
Structural Metal Fabricators & Fitters)	0] 0	0	0.0%
Welding, Soldering & Brazing Workers	1	.2	2	. 0	10.9%
Workers, Extractive Crafts, Miners	Ĺ	0	0	0	2.8%
TOTAL	=	7.0			

How to Read Construction Crafts & Trade Work Force Analysis:

The percentages listed in the goals column are calculated by multiplying the CLFA data by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA data. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

II. CONSTRUCTION CRAFTS & TRADE WORK FORCE ANALYSIS:

		Black			Hispan	ic		Asian		[A	nerican	Indian		Filipino			Fernal	
	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals		Discrepancy	Goals	Actual	Discrepancy	Goals		Discrep	Goals	Actual	Discrepency
Brick, Block or Stone Masons	0.00	0	. 0.00	0.00 .	٥.	0.00	0.00	0,	0.00	0.00	0	0.00	0.00	0	0.00	0.00 %	0	.0.00
Carpenters	0.18	0	N/A	2.71	4	1.29	0.14	0	N/A	0.04	0	N/A	0.14	0	N/A	0.18	0	N/A
Carpet, Floor & Tile Installiers & Finishers	0.00	0 -	0.00	0.00	0.75	0.00	0.00%	0.5	0.00	0.00	. · D	0.00	0.00	0	0.00	0.00	. 0`	0.00
Cement Masons, Concrete Finishers	0.00	0	0.00	0.00	0	0.00	0.00	. 0	0,00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Construction Laborers Base 28.50 38.	€ 0.00	. 0 ,	0.00	0.00	0	0.00	0.00	, O =	0.00	0.001	0".	0.00	0.00	. 0	0.00	0.00	0	0.00
Drywall Installers, Ceiling Tile Installers	0.00	0	0.00	0.00	0	0.00	0.00	o,	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Electricians	0.12	i. O .	· N/A	0.32	- 0 %	N/A`	+0,15	0	N/A ·	0.01.	0 '	N/A	0.15	0	N/A	0.08%	. 0.	N/A
Elevator installers and Repairers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	G	0.00	0.00	C	0.00
First-Line Supervisors/Managers	0.09	÷ 0	N/A.	1.86	. 4	2.14	0,18	.0 1	N/A	0.08	. 0 .	, N/A	0.18	1 1	N/A-	0.24	: 0 11	N/A. :
Glaziers	0.00	Q	0.00	0.00	0	0.00	0.00	0	0.00	0,00	0	0.00	0.00	0	0.00	0.00	0	0.00
Helpers, Construction Trades	0.00	0	. N/A	1.39	2 `	N/A	0.19	0,	N/A	0.02	. 0	N/A	0.19	∴ o :.	N/A	0.02	; `O`	a. N/A
Millwrights	0.00	0	N/A	1,57	٥	(1.57)	0.63	0	N/A	0.00	0	N/A	0.63	٥	N/A	0.00	0	N/A
Misc. Const. Equipment Operators	0.17	- 1	N/A	0.79	` 1	N/A	0,00	٥.	N/A.	0.06	ο.	- N/A	0.00	0 .	N/A	0.13	0	N/A .
Painters, Construction & Maintenance	0.69		N/A	10.51	22	11.49	0.74	٥	N/A	0.25	0 _	. N/A	0.74	0	N/A	1.38	. 0	(1.38)
Pipelayers, Plumbers, Pipe & Steam Fitters	0.00	0	0.00	10.00	0.59	0.00	0.00	, b.	0.00	0.00	0	ິ 0.00 🛴	0.00	0	0.00	0.00	0,]	0.00
Plasterers and Stucco Masons	0.00	. 0	0.00	0,00	. 0	0.00	0.00	0,	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Roofers Land Control of the Control	0.00	, 0 🖰	0.00	0.00	0	0.00	0.00	: 074	0.00	0.00	0 "	0.00	0.00	0	_0.00_	0.00	. O.F.	0.00
Security Guards & Surveillance Officers	0.00	0	0.00	0.00	٥	0.00	0.00	0	0.00	0.00	. 0	0.00	0.00	0	0.00	0.00	. 0	0.00
Sheet Metal Workers	0.00	. 0 ر	0.00	0.00	0 🖑	0.00.		`0			0	≨00,00 ∑ ″		· 0, .	0.00	0.007	段000	.0.00,
Structural Metal Fabricators & Fitters	0.00	0	0.00	0.00	. 0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	. 0	0.00	0.00	0	0.00
Welding, Soldering & Brazing Workers	0.09	- 0	€ N/A	0.95	176	~ N/A	0,20	· · • • • · · · · ·	N/A		0	ato ~ N/A st.	0.20	. 0	∍ N/A	0.22	N(0)	N/A
Workers, Extractive Crafts, Miners	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0,00	0	0.00	0.00	· 0	0.00	0.00	0	0.00

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File: Admin WOFO 2000

Date WOFO Submitted: Input by: 10/9/2007 SH Goals reflect statistical labor force availability for the following: 200

San Diego, CA

· 2000 CLFA

City of San Diego/Equal Opportunity Contracting

WORK FORCE ANALYSIS REPORT

FOR

Female

Company:

Driscoll, Inc. DBA: Driscoll Boat Works

I. TOTAL WORK FORCE:

Mgmt & Financial
Professional
A&E, Science, Computer
Technical
Sales
Administrative Support
Services
Crafts
Operative Workers
Transportation
Laborers

	CLFA	B1	açk	CLFA	Hisp	anic	CLFA	As	lan	CLFA	America	an Indian	CLFA	FIII _f	plno		<u> </u>
	Goals	м	F	Goals	M	F	Goals	_M	F	Goals	M	F	Goals	M ·	F		
	3.3%	Ο,	. 0	11.9%	0	0 .	6.2%.	0.2	0	0.4%	0	D	6.2%	4.0	0.		
	4.0%	0	0	.12 6%	0	0 1	6.5%	0	0	0.5%	0	0	6.5%	0	0		
ter	2.8%	0 -	. 0	7.3%	- 0	, 0	16.2%	D	0 11	0.3%	0	. 0	16.2%	0	, 0,-		
	6.6%	0	0	14.8%	0	0	17.2%	0	0	0.4%	0	0	17.2%	0	0		
	3.9%	0 '	0 *	19.5%	. 0 .	0 7	∙ 6.8%	. 0	0.	0.6%	0	- 0	6.8%	-, 0	0	4 in	
rt	7.0%	0	0	20.8%	0	1	8.8%	0	0	0.6%	0	0	8.8%	0	0		İ
	5.5%	0	0	36.9%	0	90	9.7%	Ô	0	0.6%	0	0	9,7%	. 0	· o-	1.2	İ
	4.5%	0	0	25.8%	0	. 0,	9.1%	0	0	0.7%	0	0	9,1%	0	0 .		İ
	4,3%	0	0	38.8% 😅	Ö	0 7	20.8%	. 0	0	0.3%	0 .	0	20.8%	. 0	0 (7.5	i .
	8.1%	0	0	32.1%	0	0	4.5%	0	0	0.5%	0	. 0	4.5%	0	0		
	4.4% .	0.	0,5	54.0%	0	. 0 .	4.1%	. 0 .	0	0.5%	0.	. 0	4.1%	0	0 **		L
							_										_
TOTAL		0	0	J	0	1	ı	0	0	i	0	0	J	0	0	I	

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HOW TO READ TOTAL WORK FORCE SECTION:

The Information blocks in Section 1 (Total Work Force)

Each employee is listed in their respective ethnic/gender

and employment category. The percentages listed under

the heading of "CLFA Goals" are the County Labor Force

Availability goals for each employment and ethnic/gender

identify the absolute number of the firm's employees.

Mgmt & Financial
Professional
A&E, Science, Computer
Technical
Sales
Administrative Support
Services
Crafts
Operative Workers
Transportation
Laborers

TOTAL

Goals 39.8% 4.3 0 0 0 59.5% 22.3% 0 0 0 0 0 D 49.0% . 2 ~ 2 Ð 49.4% 6 73.2% . 0. `, 0 🥞 62.3% 0 . 0 D 8 6% D 35.7% 0 1 🐔 ٥. 0.3 0 15,2% 11.1% 12

TOTAL EMPLOYEES

HOW TO READ EMPLOYMENT ANALYSIS SECTION:

White

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The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

II. EMPLOYMENT ANALYSIS

category.

This firm has fewer than 15 employees and is, therefore, exempt from the employment category goals.

		REQUE	EST FOR COU		TION					108 2/04	ı
то:	Y ATTO		FROM (ORIGINATING DE	•	Agasta	Donortmont		3. 0	NATE:	. 20	 07
4. SUBJECT:		TG (E)	Re	ai Estate A	isseis	Department	•		September 20	1, 20	07
			endment to Exte					oll's Wh	arf		
ſ	· ·	PHONE & MAIL STA.)				(NAME, PHONE & MA	UL STA)		7. CHECK BOX IF RI COUNCIL IS ATTA		TO
Charmain	e Gillis (o	19) 236-6986	8 COMPLE) 758-2305 ING PURPOSE	ES.				 -
FUND		41508	0. 00						INFORMATION / ESTIMA		
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ORGANIZATION		493		1		<u> </u>		monthly.	o for boat slips I	Jær	J
OBJECT ACCOU	VT TV	4682							act: \$32,872.64 f	or FY	708 (8
JOB ORDER		1491						months) Estimated	Annual Cost: \$49	ን 308	96
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2 DSD/E/		De worth	June Day	143/07	9	CITY ATTORNEY	1/1	zie	$\frac{\overline{\sim}}{\sim}$		10/01
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7 DEPUT	Y CHIEF	1///	7	10/29/07			REFER TO	O:	COUNCIL DATE:	12/1	4/57
11. PREPARATIO	N OF:	⊠ RESC	DLUTION(S)	ORDÍNA	NCE(S)		GREEM	ENT(S)	DEED(S)		
Marina, 1 1,669 squ Amendn each. Fu	LTD (a Ca uare feet o nent comm inding is in	lifornia limited p f office space and ences November acluded in the FY	native to execute an partnership) for the did two boat slips loc 1, 2007, and terming budget.	Metro Waste ated at 4918	ewater l N. Har	Department's be bor Drive. Cur	oat and rently o	operations n holdover	to occupy approx under sublease, t	imate he	ely
11A, STAFF RECO	OITAGNAMM	NS:	1	T., 4., 4	1 D -	14'				-	•
			J	Introduce t	ne Ke	solution					•
12. SPECIAL CON	IDITIONS:	-									
COUNC	IL DISTR	ICT(S):	02								
<u>COMML</u>	JNITY AR	EA(S):	Midway Distri	ict							!
ACTION	I REQUES	STED BY:	Real Estate As Division	ssets Departn	nent Di	rector and Envi	ironmen	ital Monitor	ring and Technica	l Serv	vices
DOCUM	IENT SUE	BMITTED:	Amendment ir	1 triplicate fo	r execu	tion by the May	yor or h	is represen	ative		
DESCRI	PTIVE LO	OCATION:	4918 N. Harbo	or Drive Stes	. 105 &	106 and Slips	15 & 16	5, San Dieg	o, CA 92106		
ENVIRO	NMENTA	L IMPACT:	This activity is Guidelines Sec			is therefore no	t subjec	t to CEQA	pursuant to State	CEQ	ļΑ
<u>ACTION</u>	REQUES	STED BY:	Real Estate As	sets Departn	nent Di	rector					!
<u>HANDLI</u>	<u>NG</u> :		DO NOT REC		ise retu	rn documents to	o Real E	Estate Asset	s, Attn. C.R. Gill	is, M.	S.

EXECUTIVE SUMMARY SHEET

CITY OF SAN DIEGO

DATE ISSUED: REPORT NO:

ATTENTION: Council President and City Council

ORIGINATING DEPARTMENT: Real Estate Assets Department / Environmental Montoring

& Technical Services Division

SUBJECT: Amendment to Extend Lease Term at Driscoll's Wharf

COUNCIL DISTRICT(S): 2

CONTACT/PHONE NUMBER: Charmaine Gillis (619) 236-6986

REQUESTED ACTION: The City subleases 1,669 square feet of office space and two slips for ocean vessels, maintenance and supplies, storage and support staff at Driscoll's Wharf from Driscoll Marina, LTD, whose lease expires 10/31/07. Authorize the Mayor or his representative to execute a lease amendment to extend the lease term to the City's existing lease at (Driscoll's Wharf) as of 11/1/07 through lease expiration on 10/31/08. The amendment provides for two-one year renewal options.

STAFF RECOMMENDATION: Introduce the Resolution

EXECUTIVE SUMMARY: The Environmental Monitoring & Technical Services Division has maintained docking facilities and office/storage space at the Driscoll's Wharf site (4918 North Harbor Drive, SD 92106) since 1990. The Driscoll's Wharf site is advantageous to the Division's NTC laboratory with its close proximity to the harbor from the City's contract boatyard and fueling dock.

Suites 106 and 107 are to provide onsite accommodations for the boat operation staff, facilitating, planning and scheduling of ocean monitoring activities and enhancing vessel security and routine maintenance. The leased space also provides storage for regularly used ocean monitoring equipment and supplies used aboard the Division's two ocean-going vessels that are docked at Driscoll's Wharf.

000716

FISCAL CONSIDERATIONS: This Amendment is for 1,669 square feet of office space and two slips for two ocean vessels. The office space will rent for \$3,139.08 per month (\$1.88 per sq. ft.) and two slips at \$970.00 (\$10.00 per vessel foot and utilities) and is subject to an annual adjustment of three percent (3%). Rent is approved in the FY08 budget. Real Estate Assets Valuation Staff has reviewed the lease and found the rental rate to be in line with other comparable facilities. This amendment would be for an initial term of twelve (12) months with two 1-year renewal options. All other terms and conditions are the same as in the existing agreement.

Fiscal Impact: \$32,872.64 for FY08 (eight months)

PREVIOUS COUNCIL and/or COMMITTEE ACTION: None

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: None

KEY STAKEHOLDERS AND PROJECTED IMPACTS: The Environmental Monitoring and Technical Services Division can retain their monitoring activities with close proximity to their vessels, thus increases operational and time efficiency.

Driscoll Marina, LTD

James F. Barwick, Director

Real Estate Assets Department

William Anderson, Deputy Chief Land Use & Economic Development

EOC Virtie Force Report trev. 00/041

000717



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209

WORK FORCE REPORT

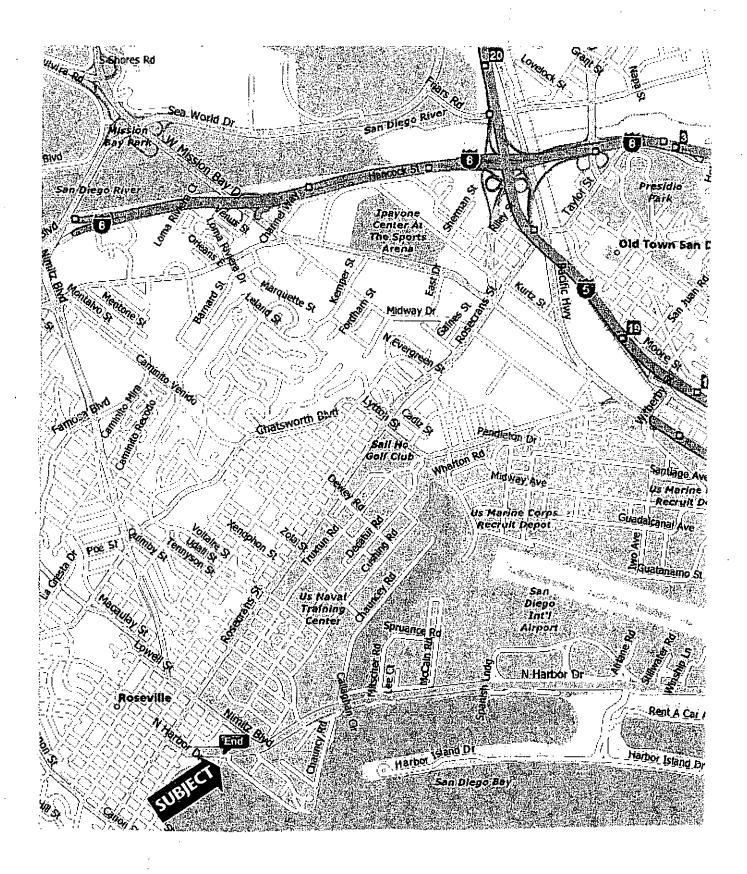
The objective of the Equal Employment Opportunity is to ensure that contractors doing business with the City, or receiving funds from the City, will not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship.

NO OTHER FORMS WILL BE ACCEPTED CONTRACTOR IDENTIFICATION ☐ Lessee/Lessor ☐ Construction Type of Contractor: ☐ Vendor/Supplier ☐ Financial Institution ☐ Insurance Company De Other ☐ Consultant Grant Recipient Name of Company: Driscoll. Inc. ADA/DBA: Driscoll Boat Works Address (Corporate Headquarters, where applicable): 2500 Shelter Island Drive City: San Diego County: San Diego Fax Number: (69) 124.028 D Telephone Number: (619) 224.2500 Dniscoll Name of Company CEO: Thomas Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above): Address: _____County:_____ City:_ Telephone Number: () Fax Number: () Type of Business: ______ Type of License; _____ The Company has appointed: As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at: Telephone Number: (☐ One San Diego County (or Most Local County) Work Force - Mandatory ☐ Branch Work Force * ☐ Managing Office Work Force Check the box above that applies to this WFR. *Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county, I, the undersigned representative of (Firm Name) hereby certify that information provided (State) hersin istrue and correct. This document was executed on this Authorized Signature) (Print Authorized Stenature Name)

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000725 (R-2008-350)

RESOLUTION NUMBER R	
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DATE OF FINAL PASSAGE	

A RESOLUTION AUTHORIZING THE MAYOR OR HIS ASSIGNEE TO EXECUTE AND FUND 4TH AMENDMENT TO SUBLEASE BETWEEN THE CITY OF SAN DIEGO AND DRISCOLL MARINA, LTD.

WHEREAS, the Driscoll Marina, LTD. [Sublandlord] is the current Sublandlord of the City; and

WHEREAS, the Sublandlord for the Metro Wastewater Department's [Metro] boat and operations which comprises approximately 1.669 square feet of office space and two boat slips at 4918 N. Harbor Drive; and

WHEREAS, the 4th Amended Lease commences November 1, 2007 and terminates
October 31, 2008, and provides two options for an additional twelve (12) months each; and

WHEREAS, the office space will rent for Three Thousand One Hundred Thirty-Nine Dollars and Eight Cents (\$3,139.08) per month (\$1.88 per square foot) and two slips at Nine Hundred Seventy Dollars (\$970) (\$10 per vessel foot and utilities) and is subject to an annual adjustment of three percent (3%); and

WHEREAS, rent is approved for the FY08 budget; NOW, THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, that the Mayor is authorized to execute, for and on behalf of The City of San Diego, a Fourth Amended Lease agreement with Driscoll Marina, LTD. for an additional one year extension.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

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Todd	Bradley uty City Attorney	
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TB:bas 10/18/07		
Or.Dept:RE	AD	
R-2008-350 MMS #5279		
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	ify that the foregoing Res s meeting of	solution was passed by the Council of the City of San
		ELIZABETH S. MALAND City Clerk
•		By
		Deputy City Clerk
Approved: _		·
	(date)	JERRY SANDERS, Mayor
Vetoed:		
	(date)	JERRY SANDERS, Mayor

FOURTH AMENDMENT TO SUBLEASE

This Fourth Amendment to Sublease ("Fourth Amendment") is made and entered into as of July 24, 2007, by and between The City of San Diego, a California Municipal corporation ("Subtenant"), and Driscoll Marina, LTD., a California limited partnership ("Sublandlord"), with respect to that certain Sublease dated September 8, 1997 (the "Sublease").

Recitals

- A. On or about September 8, 1997, The City of San Diego, as Subtenant, and Driscoll Marina, LTD., as Sublandlord, executed a sublease for certain portions of that property commonly known as Driscoll's Wharf (the "Property"), including office space and slips, located at 4918 North Harbor Island Drive, San Diego, California ("Premises"). The Sublease was amended by that certain First Amendment to Sublease dated November 27, 2000 ("First Amendment"), that certain Second Amendment to Sublease dated September 9, 2002 ("Second Amendment"), and that certain Third Amendment to Sublease dated October 13, 2003 ("Third Amendment"). The Sublease, along with the First Amendment, Second Amendment, Third Amendment and this Fourth Amendment, may sometimes be collectively referred to herein as the "Sublease."
- **B.** On or about March 22, 2005, Subtenant exercised its option to extend the term of the Sublease on a month-to-month basis through September 14, 2007, in accordance with Section 3 of the Second Amendment to Sublease.
- C. On or about August 0.7, 2007, Sublandlord at the request of Subtenant, granted its consent to allow Subtenant to holdover and retain possession of the Premises upon the expiration of the term of the Sublease on September 14, 2007, and maintain a tenancy on a month-to-month basis. The parties desire to eliminate the current month-to-month tenancy and establish a fixed twelve (12) month term with options commencing on November 1, 2007, subject to Sublandlord's right to terminate as set forth in this Fourth Amendment.
- **D.** All capitalized terms not otherwise defined in this Fourth Amendment have the meanings given them in the Sublease.
- **E.** Subtenant and Sublandlord now desire to amend the Sublease pursuant to the following terms and conditions:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are acknowledged, Subtenant and Sublandlord agree as follows:

1. <u>TERM.</u> Sublandlord and Subtenant acknowledge that the term of the Sublease has expired, and that Subtenant has maintained possession of the Premises with the consent of Sublandlord in accordance with Section 22.1 of the Sublease, and Subtenant's tenancy is currently on a month-to-month basis. As of November 1, 2007, the Sublease term for the

Premises shall be reinstated and extended for a period of twelve (12) months ("Extended Term"), commencing November 1, 2007, and expiring on October 31, 2008, subject to two (2) separate options to extend the Term (each an "Option") for two (2) separate, consecutive "Option Terms" of twelve (12) months each. References in the Sublease to the "Term" shall mean the Extended Term of the Sublease, as the same may be extended by any Option Terms, as applicable, unless sooner terminated pursuant to any provision of the Sublease or this Fourth Amendment, or as otherwise allowed by law.

- SUBTENANT'S OPTION TO EXTEND. Subtenant shall have the Options to extend the Extended Term as set forth in Section 1 above, following expiration of the Extended Term, upon and subject to all the terms and conditions contained in the Sublease and this Fourth Amendment. Subtenant shall give written notice of the exercise of each Option to Sublandlord at least two (2) months prior to the expiration of the then applicable Term. The Options are not assignable separate and apart from this Sublease, and they may not be separated from this Sublease in any manner, either by reservation or otherwise. Subtenant shall have no right to exercise any of the Options if this Sublease has been terminated or if Subtenant is then in default of this Sublease beyond any applicable notice and cure period. Subtenant may not exercise an Option to extend as to any Option Term unless it has already exercised its Options as to all previous Option Terms. Subtenant shall have no right to extend or renew the Sublease other than for the aforesaid two (2) Option Terms. Time is of the essence with respect to any exercise of an Option by Subtenant. If Subtenant fails to exercise an Option when required as to any Option Term, said Option and all succeeding Options shall thereafter be of no force or effect. If an Option to extend described in this Section 2 is exercised, then all of the covenants and agreements contained in the Sublease as amended, shall apply during the applicable Option Term, except that Base Rent shall be adjusted as of the commencement of such Option Term in accordance with Section 5.1 below.
- 2. SUBLANDLORD'S RIGHT TO TERMINATE. Notwithstanding the extension of the Term and any Option Term as set forth in this Fourth Amendment, in the event that Sublandlord elects to proceed with a redevelopment or renovation of portions of the Property, which redevelopment or renovation may include but is not limited to the demolition of the Premises, Sublandlord shall have the unilateral right to terminate this Sublease upon ninety (90) days prior written notice to Subtenant, at any time whether during the Extended Term or an Option Term. The foregoing right to terminate shall not be interpreted or construed so as to limit any other right Sublandlord may have to terminate the Sublease under any provision of the Sublease or as otherwise allowed by law.
- 4. <u>PREMISES</u>. The Premises as set forth in the Sublease shall be revised to include only the following: North Harbor Drive, Suites 106,107, consisting of approximately one thousand six hundred sixty nine (1,669) square feet and Slips 15 and 16 of Pier 5 ("Slips").
- 5. BASE RENT: The Base Rent for the Extended Term shall be as follows, payable in advance on the first of each month without notice, offset or deduction:

Suites 106 and 107

\$ 3,139.88 per month

Slips 15 and 16

\$970 per month ("Minimum Slip Rent")

The Minimum Slip Rent is the minimum rent to be paid by Subtenant for use of the Slips, which incorporates a calculation up to a total of ninety (90) feet in length of vessels using the slips at \$10.00 per foot plus \$35 per month per slip in utilities. If during any given month the total combined length of vessels utilizing the slips exceeds ninety (90) feet then Subtenant shall pay as additional rent to Sublandlord \$10.00 per foot for each foot over and above the ninety (90) feet.

5.1 <u>BASE RENT FOR OPTION TERM</u>. If an Option to extend described in Section 2 above, is exercised, then each component of the Base Rent including the Minimum Slip Rent shall be as of the commencement of such Option Term increased by three percent (3%) over and above the Base Rent from the Extended Term or the previous Option Term, as the case may be.

Except as called out herein, all other terms and conditions of the Sublease and subsequent amendments shall remain in full force and effect. In the event of any conflict or discrepancy between the Sublease or any of the amendments thereto, and this Fourth Amendment, the provisions of this Fourth Amendment shall control. This Fourth Amendment shall inure to the benefit of and be binding upon Sublandlord and Subtenant and their respective successors and assigns. This Fourth Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof. The Sublease and this Fourth Amendment shall not be further amended or modified except by a written instrument signed by Sublandlord and Subtenant. This Fourth Amendment is the joint work product of both parties and shall not be construed more favorably for, or more strictly against, either party on the grounds that such party participated more or less fully in the preparation of this Fourth Amendment. Except as expressly set forth herein, Sublandlord and Subtenant fully confirm, ratify, and restate the Sublease and each provision thereof.

IN WITNESS WHEREOF, this Fourth Amendment has been duly executed and delivered by the authorized officers of the undersigned.

CITETENANT

SUBLANDLUND	SUBTENANT
Driscoll Marina, LTD., a California limited partnership	City of San Diego, a California municipal corporation
By:	
Catherine Driscoll	By:
Driscoll Management, Inc.,	Name:
Its General Partner	Title:

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APPROVED	AS TO FORM A	AND LEGALIT	Y, this day	of	.2007 ر
MICHAEL A	AGUIRRE, City A	Attorney			
By: Name:					
Title:					